

Prepared by and after recording return to:

UB Joe Hale Real Estate Mgr. II

Centurylink

MS: DF154L0902-9063

5454 W. 110<sup>th</sup> Street

Overland Park, KS 66211

(913) 345-6477

**TITLE OF DOCUMENT: RELEASE of GRANT OF PRIVATE RIGHT OF  
WAY EASEMENT**

**DATE OF DOCUMENT:**

March 2, 2012

**GRANTOR: CenturyTel of North Mississippi, Inc.**

7045 Hwy 305N

Olive Branch, MS 38654

(662) 893-7711

**GRANTEE: James and Karen Bray**

1605 Pigeon Roost Road

Byhalia, MS 38611

(662) 838-7977

**LEGAL DESCRIPTION: NE/4 of Section 28,**

Township 2 South, Range 5 East,

Desoto County, Mississippi

**RELEASE OF GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT**

I

THIS RELEASE OF GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT is made this 2<sup>nd</sup> day of March, 2012 by CENTURYTEL OF NORTH MISSISSIPPI INC., ("CenturyTel").

**RECITALS:**

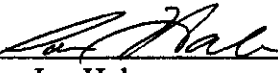
WHEREAS, James Bray and Karen Bray signed as grantor that certain GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT dated October 12, 2011, whereby James and Karen Bray granted easement rights to CenturyTel over certain property owned by them and described in the GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT and

WHEREAS, the GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT was filed of record on November 1, 2011 in the Office of Chancery Clerk of Desoto County, Mississippi at Book 668, Page 728, and a copy of said GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT is attached hereto as Exhibit "A" and incorporated by reference herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyTel hereby vacates and releases all of its right, title and interest in and to any and all easements and easement rights acquired by CenturyTel pursuant to the GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT, and otherwise releases the GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT.

IN WITNESS WHEREOF, CenturyTel has signed this Release of GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT as of the day and year first above written.

CENTURYTEL OF NORTH MISSISSIPPI INC

By:   
Name: Joe Hale  
Title: Real Estate Mgr. II

THE STATE OF KANSAS )  
 )  
 COUNTY OF JOHNSON )

BE IT REMEMBERED, that on this 2<sup>ND</sup> day of MARCH, 2012, before me, a Notary Public in and for said County and State, came Joe Hale, who is the Real Estate Mgr. II of CENTURYTEL OF NORTH MISSISSIPPI INC, a Mississippi corporation, and is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same as the act and deed of the corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Kent M. Wuellner  
 Notary Public

My appointment expires:

7-21-2014



GRANT OF PRIVATE RIGHT-OF-WAY EASEMENT  
FOR TELECOMMUNICATIONS COMPANY PLANT  
BY INDIVIDUAL (S)

Document No.

FOR A VALUABLE CONSIDERATION,

KAREN D BRAY  
with an address of 1605 PIGEON ROOST RD,  
BYNALLA, MS 38611, his, her, or their heirs, successors and assigns,  
("Grantor"), hereby gives and grants to CENTURYTEL OF N MISSISSIPPI  
MISSISSIPPI CORPORATION qualified to do  
business in the State of MISSISSIPPI with an address of 7045  
HWY 305N, OLIVE BRANCH MS 38654, its successors  
and assigns ("Grantee") to have and to hold forever, an easement to  
construct, use, maintain, operate, alter, add to, repair, replace, and/or  
remove its facilities consisting of poles, cross arms, anchors, guys, braces,  
aerial and underground cables and wires, underground conduits and  
manholes, and appurtenances including, but not limited to, electric power  
and housing for above ground communications equipment and/or other  
purposes (hereinafter called "telecommunications company plant") upon,  
over, in, under, across, along and through that certain real property in the  
(City, Town, Village) of BYNALLA, DESOTO County,  
State of MISSISSIPPI, described as follows:

Return to:

CenturyTel  
Attn: Legal Dept.  
P.O. Box 4800  
La Crosse, WI 54602-4800

PIN NO.

A TEN (10) FOOT EASEMENT, ADJACENT  
AND PARALLEL TO THE NORTHWESTERLY  
R/W OF PIGEON ROOST RD. EASEMENT TO  
BEGIN AT THE EASTERLY PROPERTY LINE, OF SAID PROPERTY, AND  
CONTINUE ALONG R/W TO THE WESTERLY PROPERTY LINE, OF SAID  
PROPERTY, FOR A DISTANCE OF 240 FEET, MORE OR LESS. PROPERTY  
IN THE SE 1/4 NE 1/4, SECTION 28, T2S, R5W, DESOTO COUNTY, MISSISSIPPI.

and to the fullest extent the Grantor has the right to so grant in connection with the easement property, if at all, beside,  
upon, over, in, under, across, along and through the roads, alleys, streets, or highways adjoining or running through the  
easement property.

The location of the telephone company plant presently installed or to be installed is more particularly described as follows:

ALONG A LINE WITHIN (10) FEET OF THE SOUTHERLY PROPERTY  
LINE OF GRANTOR FOR A DISTANCE OF 240 FEET, MORE OR  
LESS.

(hereinafter called "the easement property")

The Grantee shall have the right of ingress to and egress from the land of the Grantor for the purpose of  
exercising the rights herein granted and the right to cut down and control the future growth of all trees and brush, which  
may, in Grantee's judgment, interfere with the use of said easement.

The Grantee and its Contractors and/or Subcontractors shall have the right to clear the easement property and  
keep the same free of brush; tree or root growth and vegetation and any other obstruction to such extent as may be  
necessary to prevent contact or interference with telecommunications company plant and the operation thereof and to  
protect persons from injury or death and the telecommunications company plant or other property from loss, destruction or  
damage by fire or other casualty or otherwise.

The Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or to the  
property of the Grantor by the construction or maintenance of said telecommunications company plant.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's  
use of said easement.

The Grantor agrees that all telecommunications company plant, installed on the above-described premises at the  
Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

Prior to the installation of buried cable facilities by the Grantee, the Grantor, within fifteen (15) days of request,  
agrees to locate and allow the Grantee to mark property or expose those facilities (i.e. fuel runs, sewage facilities, tanks,  
water lines, etc.) of which the Grantor is aware if those facilities are or will be buried along the cable route. The Grantor's  
failure to comply with this provision shall constitute a waiver of all liability associated with any resulting damages to those  
facilities.

RETURN TO: CENTURYTEL  
\* 7045 HWY 305N  
OLIVE BRANCH MS 38654  
ATTN: DARRY WELLS

The Grantor covenants that Grantor is the owner of the above-described lands.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative and witnessed as of the date(s) hereinafter set forth.

Dated: Oct 11, 2011

Karen D. Bray  
Karen D. Bray

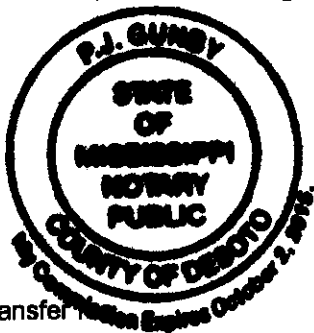
Name typed or printed

Name typed or printed

STATE OF MS )  
COUNTY OF Desoto ) ss.

On 10-11-11, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Karen Bray, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

[SEAL]



[Signature]  
Name: \_\_\_\_\_  
Notary Public, State of MS  
My commission expires: \_\_\_\_\_

Exempt from real estate transfer tax  
Statutory Citation: 77.21  
Telephone Company: \_\_\_\_\_

Engineer: \_\_\_\_\_  
Remote: \_\_\_\_\_  
Exchange: \_\_\_\_\_  
Route: \_\_\_\_\_  
Work Order No.: \_\_\_\_\_  
Tax Key Number: \_\_\_\_\_

This instrument was drafted by:

Gerard O'Flaherty  
O'Flaherty, Heim & Egan, Ltd.  
201 Main Street  
La Crosse, WI 54601  
608-784-1605

The Grantor covenants that Grantor is the owner of the above-described lands.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative and witnessed as of the date(s) hereinafter set forth.

Dated: 10/12/11

James Bray  
Printed name: James BRAY

Printed name: \_\_\_\_\_

STATE OF Mississippi  
COUNTY OF DeSoto ) ss.

On October 12, 2011, before me, the undersigned, a Notary Public in and for said State and County, personally appeared James Bray and \_\_\_\_\_, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

[SEAL]

Misty M. Murphy  
Name: Misty M. Murphy  
Notary Public, State of Mississippi  
My commission expires: 12-22-2012

Exempt from real estate transfer fee.

Statutory Citation: 77.21

Telephone Company: \_\_\_\_\_

Remote: \_\_\_\_\_

Exchange: \_\_\_\_\_

Route: \_\_\_\_\_

Work Order No.: \_\_\_\_\_

Tax/Parcel ID Number: \_\_\_\_\_

This instrument was drafted by:

Gerard O'Flaherty  
O'Flaherty, Heim & Egan, Ltd.  
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La Crosse, WI 54601  
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